

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
37 C.F.R. § 3.73(b) Statement

Applicant: William L. Elderson

For: BRIDGING SYSTEM FOR OFF-MODULE STUDS

Serial No.:

Filed:

Dietrich Industries, Inc. (a Pennsylvania corporation) is the assignee of the entire right, title and interest in the patent identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the **patent application** identified above. The assignment was recorded in the United States Patent and Trademark Office on _____ at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s) of the patent application identified above to the current assignee as shown below:

1. From ____ To: ____

The document was recorded in the United States Patent and Trademark Office on _____ at Reel ___, Frame _____, or for which a copy thereof is attached.

☐ Copies of assignments or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

Power Of Attorney

I hereby revoke all previous powers of attorney, if any, and appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith:

Michael G. Biro
Roberto Capriotti
Maria Comninou
George D. Dickos,
Thomas J. Edgington,
Christine R. Ethridge,
Jesse A. Hirshman,
James M. Joyce,
Mark G. Knedeisen,
William E. Kuss,

Reg. No. 46,556
Reg. No. 46,599
Reg. No. 44,626
Reg. No. 30,048
Reg. No. 34,324
Reg. No. 30,557
Reg. No. 40,016
Reg. No. 43,700
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James R. Kyper,
Michael D. Lazzara,
Mark R. Leslie,
Franklin B. Molin,
Robert A. Muha,
Donald R. Palladino
Jonathan C. Parks,
Bernard G. Pike
Benjamin T. Queen, II
David Schramm
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Reg. No. 36,360
Reg. No. 37,397
Reg. No. 44,249
Reg. No. 46,976
Reg. No. 40,120
Reg. No. 46,993
Reg. No. 41,260
Reg. No. 41,295
Reg. No. 25,047

Please Direct All Correspondence to: Thomas J. Edgington, Esquire
Kirkpatrick & Lockhart, LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222-2312

Declaration

I hereby declare that my presentation of this paper constitutes a certification under 37 C.F.R § 10.18, which provides, in part, that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and that further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful statements may jeopardize the validity of the application and any patent issuing therefrom.

Date

6/21/01

Signature

Edmund L. Ponko

Name

Edmund L. Ponko

Title

~~Executive Vice President~~ President

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DECLARATION**INVENTORSHIP IDENTIFICATION**

As a below named inventor, I hereby declare that my residence, post office address and citizenship are as stated below, next to my name. I believe that I am the original, first and sole inventor (*if only one name is listed below*) or an original, first and joint inventor (*if plural names are listed below*) of the subject matter that is claimed, and for which a patent is sought on the invention entitled:

BRIDGING SYSTEM FOR OFF-MODULE STUDS**TITLE OF INVENTION****SPECIFICATION IDENTIFICATION**

the specification of which:

- (a) ☒ is attached hereto.
- (b) ☐ was filed on _____, as ☐ Serial No. _____
☐ and was amended on _ (*if applicable*).
- (c) ☐ was described and claimed in PCT International Application No. _ filed on _____
☐ and was amended on _____. (*if applicable*).

ACKNOWLEDGMENT OF REVIEW OF PAPERS AND DUTY OF CANDOR

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims as amended by any amendment referred to above.

I acknowledge the duty to disclose information, which is material to patentability as defined in 37, Code of Federal Regulations, § 1.56.

PRIORITY CLAIMS UNDER 35 U.S.C. § 119(a)-(d)

(Prior Foreign/Pct Application(S) Filed Within 12 Months
 (6 Months For Design) Prior To This Application)

I hereby claim foreign priority benefits under Title 35, United States Code, § 119(a)-(d) or 365(b) of any foreign application(s) for patent or inventor's certificate(s) or 365(a) of any PCT international application(s) which designated at least one country other than the United States of America, listed below and have also identified below any foreign application(s) for patent or inventor's certificate(s) or any PCT international application(s) having a filing date before that of the application(s) of which priority is claimed.

Application Number	Country or PCT	Date Of Filing (Day, Month, Year)	Priority not Claimed	Certified Copy Attached?
			<input type="checkbox"/>	<input type="checkbox"/> YES <input type="checkbox"/> NO

CLAIM FOR BENEFIT OF PRIOR U.S. PROVISIONAL APPLICATION(S) UNDER 35 U.S.C. § 119(e)

I hereby claim the benefit under Title 35, United States Code, § 119(e) of any United States provisional application(s) listed below:

Provisional Application Number	Filing Date
60/229,583	August 31, 2000

CLAIM FOR BENEFIT OF EARLIER US/PCT APPLICATION(S) UNDER 35 U.S.C. 120

(All Foreign Application(S), *If Any*, Filed More Than 12 Months
(6 Months For Design) Prior To This U.S. Application)

I hereby claim the benefit under Title 35, United States Code, § 120 of any United States application(s) or 365(c) PCT international application(s) designating the United States of America that is/are listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT international application(s) in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose information which is material to patentability as defined in 37, Code of Federal Regulations, § 1.56, which became available between the filing date of the prior application(s) and the national or PCT international filing date of this application.

U.S Parent Application No.	PCT Parent Application No.	Date Of Filing (Day, Month, Year)	Parent Patent No. (If applicable)

DECLARATION

I hereby declare that my presentation of this paper constitutes a certification under 37 C.F.R § 10.18, which provides, in part, that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and that further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful statements may jeopardize the validity of the application and any patent issuing therefrom.

SIGNATURE(S)

Inventor(s)

William L. Elderson
 (GIVEN NAME) (MIDDLE INITIAL OR NAME) FAMILY (OR LAST NAME)
 Inventor's signature William L. Elderson
 Date 06/16/2001 Country of Citizenship USA
 Residence N. Royalton, Ohio 44133
 Post Office Address 10307 River Run Ln., N. Royalton, Ohio 44133

 (GIVEN NAME) (MIDDLE INITIAL OR NAME) FAMILY (OR LAST NAME)
 Inventor's signature _____
 Date _____ Country of Citizenship _____
 Residence _____
 Post Office Address: _____

 (GIVEN NAME) (MIDDLE INITIAL OR NAME) FAMILY (OR LAST NAME)
 Inventor's signature _____
 Date _____ Country of Citizenship _____
 Residence _____
 Post Office Address: _____

☐ **Signature** by administrator(trix), or legal representative for deceased or incapacitated inventor. *Number of pages added* _____.

☐ **Signature** for inventor who refuses to sign or cannot be reached by person authorized under 37 CFR 1.47. *Number of pages added* _____.

☐ Added page for **signature** by one joint inventor on behalf of deceased inventor(s) where legal representative cannot be appointed in time. (37 CFR 1.47) *Number of pages added* _____.

☐ Authorization of attorney(s) to accept and follow instructions from representative.

☒ This declaration ends with this page.

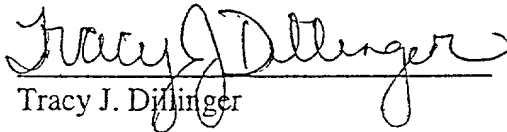
CERTIFICATE OF MAILING BY U.S. EXPRESS MAIL

I hereby certify that the documents listed below are being deposited on the date indicated below, with the U.S. Post Office as Express Mail Post Office to Addressee Service in an envelope addressed to:

COMMISSIONER OF PATENTS AND
TRADEMARKS
BOX ASSIGNMENT
WASHINGTON, D.C. 20231

1 PTO 1595 (in dupl)
1 Patent Assignment
1 Return Receipt Card
1 Check for \$160.00

EXPRESS MAIL LABEL NO. EL637590355US


Tracy J. Dillinger

February 26, 2001
Date of Deposit

EL637590355US

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PATENT ASSIGNMENT

This Assignment is made as of February 6, 2001 between TER-EL CO., Ltd., an Ohio limited liability company ("Assignor") and DIETRICH INDUSTRIES, INC., a Pennsylvania corporation ("Assignee").

WHEREAS, Assignor is (i) a limited liability company duly organized and existing under and by virtue of the laws of Ohio and having a principal place of business at 1185 Lloyd Road, Wickliffe, Ohio 44092, (ii) the owner of the entire and exclusive right, title and interest in, to and under the United States and PCT (Patent Cooperation Treaty) patents and patent applications set forth on Exhibit A hereto and the respective inventions described and claimed therein, along with all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of intellectual property (collectively, the "Patent Rights"); and

WHEREAS, Assignee (i) is a corporation duly organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania and having a place of business at One Mellon Bank Center, Suite 2226, 500 Grant Street, Pittsburgh, Pennsylvania 15219 and (ii) desires to acquire the entire and exclusive right, title and interest in, to and under the Patent Rights.

NOW, THEREFORE, in consideration of One Million Five Hundred Thousand U.S. Dollars (\$1,500,000), plus the Deferred Payments (as defined in that certain Asset Purchase Agreement dated the date hereof between Assignor and Assignee) and other good and valuable consideration paid by the Assignee, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells, assigns, and transfers to the Assignee, its successors and assigns, the entire and exclusive right, title and interest in, to and under the Patent Rights, and all other patent rights that may be based thereon, including all renewals, divisions, substitutes, reissues, continuations, continuations-in-part, and all reissues or extensions thereof, and every priority right that is or may be predicated upon or arise from said Patent Rights, to the full end of the term and any extensions thereof for which said Patent Rights may be granted as fully and entirely as the same would have been held by the Assignor had this Assignment not been made.

The Assignor hereby acknowledges that this Assignment, being of the entire right, title and interest in and to the Patent Rights, carries with it the right in the Assignee to apply for and obtain from competent authorities, in all countries of the world, any and all Letters Patent by attorneys and agents of the Assignee's selection and the right to procure the grant of all Letters Patent to the Assignee, for its own name as assignee of the entire right, title and interest in and to the Patent Rights.

The Assignor hereby further agrees to execute upon reasonable request any other lawful documents and likewise to perform any other lawful acts which may be reasonably necessary to aid the Assignee, its successors, assigns, and legal representatives, but at its or their expense and charges, to obtain and enforce the Patent Rights.

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The Assignor hereby covenants that it has full right to, and hereby does, authorize and request the United States Commissioner of Patents and Trademarks, or other proper governmental authority, to issue all Letters Patent or other documents evidencing the Patent Rights to the Assignee, its successors and assigns, in accordance with this Assignment.

[SIGNATURE PAGE FOLLOWS]

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SIGNATURE PAGE TO PATENT ASSIGNMENT

TER-EL CO., LTD.

By: *Deborah Truog*
Name: _____
Title: *Manager*

By: *William P. Elden*
Name: _____
Title: *Manager*

105250 2688860

STATE OF OHIO

)

) SS:

COUNTY OF CUYAHOGA

)

On this 6th day of February, 2001, before me personally appeared Theodore Tereszuk of Ter-El Co., Ltd., known to me be as the person described in and who executed the foregoing instrument, and acknowledged that he executed the same under the authority of Ter-El Co., Ltd. as its free act and deed.

Robin Lockshine-Shell

Notary Public

ROBIN L. LOCKSHINE, Notary Public

State of Ohio

My Commission Expires Sept. 30, 2003

(Notary Seal)

My Commission expires: _____

STATE OF OHIO

)

) SS:

COUNTY OF CUYAHOGA

)

On this 6th day of February, 2001, before me personally appeared William F. Elderson of Ter-El Co., Ltd., known to me be as the person described in and who executed the foregoing instrument, and acknowledged that he executed the same under the authority of Ter-El Co., Ltd. as its free act and deed.

Robin Lockshine Shell

Notary Public

ROBIN L. LOCKSHINE, Notary Public

State of Ohio

My Commission Expires Sept. 30, 2003

(Notary Seal)

My Commission expires: _____

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